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ASSIGNMENT, dated as of June 7, 1971, ~~INTERSTATE COMMERCE COMMISSION~~ BETWEEN BARLEY MILL LEASING CORPORATION, a Delaware corporation (hereinafter called the "Corporation"), and BARLEY MILL LEASING COMPANY a Delaware Limited Partnership (hereinafter called the "Partnership").

The Corporation entered into a Conditional Sale Agreement, dated as of June 7, 1971 (hereinafter called the "Conditional Sale Agreement"), with Bethlehem Steel Corporation (hereinafter called the "Builder"), and Reading Company. The Conditional Sale Agreement provides for the sale to the Corporation of the 60 Units of railroad equipment described in Annex B to the Conditional Sale Agreement (said equipment being hereinafter called the "Equipment").

The Corporation entered into a Lease of Railroad Equipment, dated as of June 7, 1971 (hereinafter called the "Lease"), with Reading Company (hereinafter called "Lessee"), as Lessee, providing for a lease of the Equipment to Lessee.

The Corporation entered into a Finance Agreement with Central-Penn National Bank, as Agent ("Agent") and The Penn Mutual Life Insurance Company, as Investor ("Investor") providing for the acquisition of the Conditional Sale Agreement by the Agent on behalf of the Investor, dated as of June 7, 1971 ("Finance Agreement").

The Corporation, in acquiring the following units (the "Units") of the Equipment is acting solely as nominee for the Partnership:

<u>Number of Units</u>	<u>Description</u>	<u>Road Numbers (inclusive)</u>	<u>Manufacturer</u>
60	100 ton open top Hopper cars with roller bearings	41650 - 41709	Bethlehem Steel Corporation

The Partnership is the beneficial owner of the entire interest of the Corporation in and to the Units and in and to the Conditional Sale Agreement and the Lease insofar as they relate to the Units.

The Corporation, in acquiring pursuant to the Conditional Sale Agreement and leasing pursuant to the Lease the Units of the Equipment, will be acting as nominee for the Partnership pursuant to a Nominee Agreement, dated as of the date hereof (hereinafter called the "Nominee Agreement"), between the Corporation and the Partnership, the Partnership being the beneficial owner of the entire interest of the Corporation in and to the Units and in and to the Conditional Sale Agreement and Lease insofar as they relate to the Units.

None of the Units as yet been delivered under the Conditional Sale Agreement or under the Lease.

NOW, THEREFORE, THIS ASSIGNMENT WITNESSETH:

That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Partnership to the Corporation, the receipt of which is hereby acknowledged, as well as the mutual covenants herein and in the Nominee Agreement contained:

1. The Corporation hereby assigns, transfers and sets over unto the Partnership, its successors and assigns, subject, however, to the rights and remedies of the Builder and its assigns under the Conditional Sale Agree-

ment and to the rights of the Lessee under the Lease:

(a) All the right, title and interest of the Corporation in and to each of the above described Units;

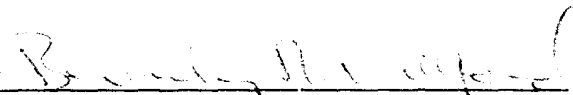
(b) all the right, title and interest of the Corporation in and to, and all of the rights, powers, privileges and remedies of the Corporation under, the Conditional Sale Agreement and Lease with respect to the Units.

2. It is understood and agreed that the Partnership does not assume any of the obligations of the Corporation under the Conditional Sale Agreement or the Lease, such obligations being and remaining solely corporate obligations of the Corporation in respect of which the Partnership shall not have any liability whatsoever.

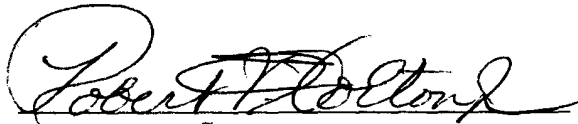
IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ARDLEIGH LEASING CORPORATION

By


President

Attest:


Secretary

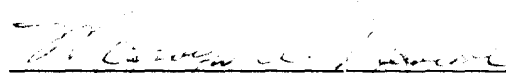
BARLEY MILL LEASING COMPANY
a Delaware Limited Partnership

By


General Partner

STATE OF DELAWARE)
 : ss. :
COUNTY OF NEWCASTLE)

On this 6th day of July, 1971, before me personally appeared BEVERLEY R. WELLFORD, to me personally known, who, being by me duly sworn, says that he is the President of ARDLEIGH LEASING CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of the said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

STATE OF DELAWARE)
 :
COUNTY OF NEWCASTLE)

On this 6th day of July, 1971, before me personally appeared BEVERLEY R. WELLSOME to me personally known, who, being by me duly sworn, says that he is the General Partner of BARLEY MILL LEASING COMPANY, a Delaware Limited Partnership, that said instrument was signed on behalf of said Partnership by authority of its Limited Partnership Agreement, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said Partnership.

Harvey W. Pearson
Notary Public